

THIS AGREEMENT FOR SALE OF FLAT/SHOP ("Agreement")
executed on this day of September' 2024 at Ranchi;

BY AND BETWEEN

M/s PRARTHANA ESTATES PRIVATE LIMITED, a company incorporated under (CIN No. U51109JH2006PTC012452) the provisions of the Companies Act' 2013, Central Act 18 of 2013), having its registered office situated at 601, Sixth Floor, Modi Heights Phase II, Opposite All India Radio, Ratu Road, Police Satation Sukhdeo Nagar, District Ranchi in the State of Jharkhand, Pin Code - 834001; represented through its Director **Mr. VIKASH MODI** son of Sri Ravindra Modi & grandson of Late Shree Ram Modi, by faith & religion Hindu, by category General [Not belongs to SC, ST & BC mentioned in provision of CNT Act' 1908 under section 46(6)], by occupation Business, resident of Nandan Kanan, Flat No. 402, Fourth Floor, Lake Avenue, Kanke Road, Beside Reliance Mart Kathargonda alias Pahargonda, Ranchi University, Ranchi, Police Station Gonda, District Ranchi in the State of Jharkhand, an Indian Citizen; hereinafter called the "**BUILDER/PROMOTER**" of the **FIRST PART**.

(The expression “BUILDER/PROMOTER” shall unless repugnant to or expressly excluded by the subject or context below mean and include their respective heirs, executors, administrators, successor-in-interest, legal representatives and assigns).

PAN No. AAECPO517G [Prarthana Estates Pvt. Ltd.]

AADHAAR No. XXXX XXXX 0256 [Vikash Modi]

MOBILE No. 9934300551 [Vikash Modi]

AND

(1) Mrs. UMA DEVI NARSARIA wife of Sri Pradip Kumar Narsaria, daughter of Sri Suraj Bhan Tayal & granddaughter of Late Gopi Ram Tayal, by faith & religion Hindu, by category General [Not belongs to SC, ST & BC mentioned in provision of CNT Act’ 1908 under section 46(6)], by occupation Business, resident of Rani Sati Market, Lalji Hirji Road, Main Road, Police Station Kotwali, District Ranchi in the State of Jharkhand, an Indian Citizen; and

(2) (A) SUNIL KUMAR KEJRIWAL (HUF), a Hindu Undivided Family represented through its Karta **SUNIL KUMAR KEJRIWAL** son of Late Purushottam Lal Kejriwal & grandson of Late Ghanshyam Das Kejriwal, by faith & religion Hindu, by category General [Not belongs to SC, ST & BC mentioned in provision of CNT Act’ 1908 under section 46(6)], by occupation Bussiness, resident of Manshi Kothi, Lower Burdwan Compound, Gyan Ranjan Path, Lalpur, Police Station Lalpur, District Ranchi in the State of Jharkhand, an Indian Citizen; and **(B) DEEPAK SARAWAGI (HUF)**, a Hindu Undivided Family through its Karta **Mr. DEEPAK SARAWAGI** son of Late Raj Kumar Sarawagi & grandson of Late Nathmal Ji Sarawagi, by faith & religion Hindu, by category General [Not belongs to SC, ST & BC mentioned in provision of CNT Act’ 1908 under

section 46(6)], by occupation Business, resident of Flat No. 409, Panchwati Residency, Chandani Chowk, Kanke Road, Police Station Gonda, District Ranchi in the State of Jharkhand, an Indian Citizen;

(3) BUDHDEO DEVELOPERS, a partnership concern firm having its head office situated at Flat No. 4B, Savitri Enclave, Bano Manjil Road, Near Pahari Mandir, Police Station Sukhdeo Nagar, District Ranchi, through its Partners **(A) Mr. BANWARI LAL KABRA** son of Late Moti Lal Kabra & grandson of Late Radha Kishan Kabra, by faith & religion Hindu, by category General [Not belongs to SC, ST & BC mentioned in provision of CNT Act' 1908 under section 46(6)], by occupation Business, resident of Flat No. 4B, Savitri Enclave, Bano Manjil Road, Near Pahari Mandir, Police Station Sukhdeo Nagar, District Ranchi in the State of Jharkhand, an Indian Citizen, and **(B) Mr. BIJENDRA KUMAR SINGH** son of Late Janardan Singh & grandson of Late Ramgulam Singh, by faith & religion Hindu, by category General [Not belongs to SC, ST & BC mentioned in provision of CNT Act' 1908 under section 46(6)], by occupation Business, resident of Sushma Villa, Choudhary Bagan, Near Sani Mandir, Garikhana, Police Station Kotwali, District Ranchi in the State of Jharkhand, an Indian Citizen, hereinafter all are called the **"LAND OWNERS"** of the **SECOND PART**;

(The expression "LAND OWNERS" shall unless repugnant to or expressly excluded by the subject or context below mean and include their respective heirs, executors, administrators, successor-in-interest, legal representatives and assigns).

PAN No. AAVPN3063H [Uma Devi Narsaria]

AADHAAR No. XXXX XXXX 1407 [Uma Devi Narsaria]

MOBILE No. 9308827007 [Uma Devi Narsaria]

PAN No. AABHS2557P [Sunil Kumar Kejriwal (HUF)]
ADDHAAR No. XXXX XXXX 0918 [Sunil Kumar Kejriwal]
MOBILE No. 9431108202 [Sunil Kumar Kejriwal]

PAN No. AAJHD4332H [Deepak Sarawagi (HUF)]
AADHAR No. XXXX XXXX 9590 [Deepak Sarawagi]
MOBILE No. 9431170644 [Deepak Sarawagi]

PAN No. AAQFB5700Q [Budhdeo Developers]
AADHAAR No. XXXX XXXX 2649 [Banwari Lal Kabra]
MOBILE No. 9110106406 [Banwari Lal Kabra]

AADHAAR No. XXXX XXXX 0162 [Bijendra Kumar Singh]
MOBILE No. 8709154320 [Bijendra Kumar Singh]

AND

Mr. son of & grandson of, by faith & religion, by category General [Not belongs to SC, ST & BC mentioned in provision of CNT Act' 1908 under section 46(6)], by occupation, resident of, Police Station, District in the State of, an Indian Citizen; hereinafter called the "**INTENDING PURCHASER/ALLOTTEE**" of the **THIRD PARTY**;

(The expression "INTENDING PURCHASER/ALLOTTEE" shall unless repugnant to or expressly excluded by the subject or context below mean and include their respective heirs, executors, administrators, successor-in-interest, legal representatives and assigns).

PAN No. [.....]
AADHAAR No. [.....]
MOBILE No. [.....]

The “**BUILDER/PROMOTER**”, “**LAND OWNERS**” and “**INTENDING PURCHASER/ALLOTTEE**” shall hereinafter collectively be referred to as the “**PARTIES**” and individually as a “**PARTY**”.

WHEREAS

A. The LAND OWNERS namely **1. Mrs. UMA DEVI NARSARIA** wife of Sri Pradip Kumar Narsaria, **2. (A) SUNIL KUMAR KEJRIWAL (HUF)**, a Hindu Undivided Family represented through its Karta **SUNIL KUMAR KEJRIWAL** son of Late Purushottam Lal Kejriwal, **(B) DEEPAK SARAWAGI (HUF)**, a Hindu Undivided Family through its Karta **Mr. DEEPAK SARAWAGI** son of Late Raj Kumar Sarawagi, and **3. BUDHDEO DEVELOPERS** through its Partners **(A) Mr. BANWARI LAL KABRA** son of Late Moti Lal Kabra and **(B) Mr. BIJENDRA KUMAR SINGH** son of Sri Janardan Singh, are the absolute and lawful owners of **Revisional Survey Plot No. 821**, marked as Sub Plot Nos. 821/IV-A/Part, 821/IV-A/Part, 821/III/Part, 821/III/Part, 821/C, 821/D under **Khata No. 207**, having its total area of **76.5 Decimals**, bearing Municipal **Holding No.** under **Ward No.** of Ranchi Municipal Corporation, Ranchi, situated at **Village Simalia, Police Station Ratu, Revenue Thana No. 139, District Ranchi, State Jharkhand**, LAND OWNER No. 1 namely Mrs. Uma Devi Narsaria acquired the land, through number of two registered Deeds of Sale, (1) dated 02nd day of December’ 2022, vide Document No. 2022/RANU3/3278/BK1/2995, which is entered & registered in Book No. BK1, Volume No. 339, Page Nos. 211 to 294, for the year 2022 at the office of the SRO –

Ranchi Urban 3, Ranchi, and (2) dated 02nd day of December' 2022, vide Document No. 2022/RANU3/3277/BK1/2994, which is entered & registered in Book No. BK1, Volume No. 339, Page Nos. 129 to 210, for the year 2022 at the office of the SRO – Ranchi Urban 3, Ranchi, LAND OWNER No. 2 namely Mr. Sunil Kumar Kejriwal (HUF), and Mr. Deepak Sarawagi (HUF) acquired the land, through number of two registered Deeds of Sale (1) dated 02nd day of December' 2022, vide Document No. 2022/RANU3/3283/BK1/3000, which is entered & registered in Book No. BK1, Volume No. 340, Page Nos. 105 to 186, for the year 2022, at the office of the SRO – Ranchi Urban 3, Ranchi, (2) dated 02nd day of December' 2022, vide Document No. 2022/RANU3/3280/BK1/2997, which is entered & registered in Book No. BK1, Volume No. 339, Page Nos. 377 to 458, for the year 2022, at the office of the SRO – Ranchi Urban 3, Ranchi, and LAND OWNER No. 3 namely Banwari Lal Kabra, and Bijendra Kumar Singh acquired the land through registered Deed of Sale, dated 02nd day of December' 2022, vide Document No. 2022/RANU3/3281/BK1/2998, which is entered & registered in Book No. BK1, Volume No. 339, Page Nos. 459 to 540, for the year 2022, at the office of the SRO – Ranchi Urban 3, Ranchi;

The above named LAND OWNERS and the BUILDER/PROMOTER had executed/entered into a registered Development Agreement on day of July' 2024, vide registered Deed/Document No., which is entered & registered in Book No., Volume No., Page Nos. to for the year 2024 at the office of the Thereafter the execution of the said Development Agreement the BUILDER/PROMOTER is

entitled for 60% (Sixty Percent) in Residential Area & 50% (Fifty Percent) in Commercial Area of each Flat/Shop.

- B. The said Land is earmarked for the purpose of constructing Commercial cum Residential Apartments/Flats/Shops/buildings, comprising Flats/Shops alongwith amenities and the said project shall be known as “**PRARTHANA SOLITAIRE**”.
- C. The BUILDER/PROMOTER/LAND OWNERS is fully competent to enter into this Agreement and do all the legal formalities with respect to the right, title, interest and share of the BUILDER/PROMOTER/LAND OWNERS regarding the said Land on which Project is to be constructed have been completed.
- D. The BUILDER/PROMOTER has obtained a building plan from the Ranchi Municipal Corporation, Ranchi vide **Application No.** dated and **Memo No.** dated (thereinafter to be referred to as the SAID PLAN) for construction of a Multistoried Commercial cum Residential Building on the said premises (thereinafter referred to be as the BUILDING).
- E. The BUILDER/PROMOTER has obtained the final layout plan approvals for the Project from Ranchi Municipal Corporation, Ranchi. The BUILDER/PROMOTER hereby agrees and undertakes that they shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- F. The BUILDER/PROMOTER has registered the Project under the provisions of the Act with the Jharkhand Real

Estate Regulatory Authority at Ranchi on day of’
2024 bearing **Registration No.**

- G. The INTENDING PURCHASER/ALLOTTEE had booked a Flat/Shop in the project vide advance Receipt No. dated and has been allotted Flat/Shop having Carpet Area of **Square feet** + Open Area (Balcony) **Square feet**, Common Area **Square feet**, total Super Built-up Area **Square feet**, Type BHK, being **Flat/Shop No.** on floor in Block “...” along with Garage/Closed Parking No., admeasuring an Area ... **Square feet** in the Basement/Ground as permissible under the applicable law and of proportionate share in the common area as defined under clause (n) of section 2 of the Act (hereinafter referred to as the Apartment/Flat more particularly described in “Schedule – A” and the floor plan of the Apartment/Flat is annexed hereto and marked as “Schedule – B”).
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- J. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms and conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the BUILDER/PROMOTER/LAND OWNERS hereby agrees to sell and the INTENDING PURCHASER/ALLOTTEE hereby agrees to purchase the Flat/Shop and the Garage/Closed Parking if applicable as specified in Para G.

NOW THEREFORE in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:-

1. **TERMS :-**

1.1 Subject to the terms and conditions as detailed in this agreement, the BUILDER/PROMOTER/LAND OWNERS agrees to sell to the INTENDING PURCHASER/ALLOTTEE and the INTENDING PURCHASER/ALLOTTEE hereby agrees to purchase the Flat/Shop as specified in Para G.

1.2 The Total Price for the Flat/Shop based on the carpet area is **Rs./- (Rupees)** only.

Break-up and description is as follows :-

Block/Building/	Rate of Flat/Shop per square feet
Tower No :	Carpet Area X Rs./- =/-
	Open Area (Balcony) X Rs./- =/-
Flat/Shop No. :	Prop. Cost of Common Area X Rs./- =
...../-
	Undivided Land Square feet X Rs./- =
Type : BHK/-

Floor : Floor	
	TOTAL -/-
	GST @ 5% (As applicable) =/-

Explanation :-

- (i) The Total Price above includes the booking amount paid by the INTENDING PURCHASER/ALLOTTEE to the BUILDER/PROMOTER as per the terms and conditions of the said Development Agreement towards the Flat/Shop.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the BUILDER/PROMOTER by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the BUILDER/PROMOTER) up to the date of handing over the possession of the Flat/Shop.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the INTENDING PURCHASER/ALLOTTEE to the BUILDER/PROMOTER shall be increased/reduced based on such change/modification.

- (iii) The BUILDER/PROMOTER shall periodically intimate to the INTENDING PURCHASER/ALLOTTEE, the amount payable as stated in (i) above and the INTENDING PURCHASER/ALLOTTEE shall make payment within 30

(Thirty) days from the date of such written intimation. In addition, the BUILDER/PROMOTER shall provide to the INTENDING PURCHASER/ALLOTTEE the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iv) The Total Price of Flat/Shop includes :-
- 1] Pro-rata share in the Common garage(s)/closed parking(s) as provided in Basement/Ground Floor Areas.
 - 2] One Garage, Closed Parking in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the INTENDING PURCHASER/ALLOTTEE hereby agree to pay. Due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The BUILDER/PROMOTER/LAND OWNERS undertakes and agrees that while raising a demand on the INTENDING PURCHASER/ALLOTTEE for increase in development charges, cost/charges imposed by the competent authorities, the BUILDER/PROMOTER/LAND OWNERS shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the INTENDING PURCHASER/ALLOTTEE, which shall only be applicable on subsequent payments.

1.4 The INTENDING PURCHASER/ALLOTTEE shall make the payment as per the payment plan set out in "Schedule – C" ("Payment Plan").

1.5 The BUILDER/PROMOTER may allow, In its sole discretion, a rebate for early payments of installments payable by the INTENDING PURCHASER/ALLOTTEE by discounting such early payments @ 12 % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an INTENDING PURCHASER/ALLOTTEE by the BUILDER/PROMOTER.

1.6 If it is agreed that the BUILDER/PROMOTER shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (as mentioned in “Schedule – D”) and the nature of fixtures, fittings and amenities described therein in respect of the Apartment/ Flat/Shop, plot or building, as the case may be, without the previous written consent of the INTENDING PURCHASER/ALLOTTEE.

Provided that the BUILDER/PROMOTER may make such, minor additions or alterations as may be required by the INTENDING PURCHASER/ALLOTTEE, or such minor changes or alterations as per the provisions of the Act.

1.7 The BUILDER/PROMOTER shall confirm the final carpet area that has been allotted to the INTENDING PURCHASER/ALLOTTEE after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the BUILDER/PROMOTER. If there is any reduction in the carpet area within the defined limit then

BUILDER/PROMOTER shall refund the excess money paid by INTENDING PURCHASER/ALLOTTEE within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the INTENDING PURCHASER/ALLOTTEE. If there is any increase in the carpet area allotted to INTENDING PURCHASER/ALLOTTEE, the BUILDER/PROMOTER shall demand that from the INTENDING PURCHASER/ALLOTTEE as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the BUILDER/PROMOTER agrees and acknowledges, the INTENDING PURCHASER/ALLOTTEE shall have the right to the Flat/Shop as mentioned below :-

- (i) The INTENDING PURCHASER/ALLOTTEE shall have exclusive ownership of the Flat/Shop.
- (ii) The INTENDING PURCHASER/ALLOTTEE shall also have undivided proportionate share in the Common Areas. Since the share/interest of INTENDING PURCHASER/ALLOTTEE in the Common Areas is undivided and cannot be divided or separated, the INTENDING PURCHASER/ALLOTTEE shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the INTENDING PURCHASER/ALLOTTEE to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the BUILDER/

PROMOTER/LAND OWNERS shall convey undivided proportionate title in the common areas to the association of INTENDING PURCHASER/ALLOTTEE as provided in the Act.

- (iii) That the computation of the price of the Flat/Shop includes recovery of price of land, construction of not only the Flat/Shop but also the Common Areas, internal development charge, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipments in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the BUILDER/PROMOTER/LAND OWNERS and the INTENDING PURCHASER/ALLOTTEE agrees that the Flat/Shop along with garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with, any other project in its vicinity or except for the purpose of integration of infrastructure for the benefit of the INTENDING PURCHASER/ALLOTTEE. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the INTENDING PURCHASER/ALLOTTEE of the Project.

1.10 The BUILDER/PROMOTER agrees to pay all outgoings before transferring the physical possession of the Flat/Shop to the INTENDING PURCHASER/ALLOTTEE, which it has collected from the INTENDING PURCHASER/ALLOTTEE, for the payment of outgoings

(including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the BUILDER/PROMOTER fails to pay all or any of the outgoings collected by it from the INTENDING PURCHASER/ALLOTTEE, or any liability, mortgage loan and interest thereon before transferring the Flat/Shop to the INTENDING PURCHASER/ALLOTTEE, the BUILDER/PROMOTER agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.11 The INTENDING PURCHASER/ALLOTTEE has paid a sum of **Rs./-** (Rupees) only as booking amount through Bank, vide Cheque No.dated, being part payment towards the Total Price of the Flat/Shop at the time of application the receipt of which the BUILDER/PROMOTER hereby acknowledges and the INTENDING PURCHASER/ALLOTTEE hereby agrees to pay the remaining price of the Flat/Shop as prescribed in the Payment Plan as may be demanded by the BUILDER/PROMOTER within the time and in the manner specified therein.

Provided that if the INTENDING PURCHASER/ALLOTTEE delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the RERA Rules.

- 1.12 The BUILDER/PROMOTER will continue to have exclusive further construction right over the roof of the building as per Byelaws. After the transfer of the building to the association, the roof will continue to be in the exclusive control of the co-owners/association. The Association will not have any right for further construction over the roof of the building.

2. MODE OF PAYMENT :-

Subject to the terms of the Agreement and the BUILDER/PROMOTER abiding by the construction milestones, the INTENDING PURCHASER/ALLOTTEE shall make all payments, on demand by the BUILDER/PROMOTER, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque/Demand Draft or Online payment (as applicable) in favour of Prarthana Estates Pvt. Ltd., Bank, Ranchi, A/c No., IFSC Code, payable at Ranchi.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

:-

- 3.1 The INTENDING PURCHASER/ALLOTTEE, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act' 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendments, modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the BUILDER/PROMOTER with such permission, approvals which

would enable the BUILDER/PROMOTER to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act., 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The INTENDING PURCHASER/ALLOTTEE understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The BUILDER/PROMOTER accept no responsibility in this regard the INTENDING PURCHASER/ALLOTTEE shall keep the BUILDER/PROMOTER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the INTENDING PURCHASER/ALLOTTEE subsequent to the signing of this Agreement, it shall be the sole responsibility of the INTENDING PURCHASER/ALLOTTEE to intimate the same in writing to the BUILDER/PROMOTER immediately and comply with necessary formalities it any under the applicable laws. The BUILDER/PROMOTER shall not be responsible towards any Third party making payment/remittances on behalf of any INTENDING PURCHASER/ALLOTTEE and such Third party shall not have any right in the application/allotment of the said Apartment/Flat/Shop applied for herein in any way and the BUILDER/PROMOTER shall be issuing the payment receipts in favour of the INTENDING PURCHASER/ALLOTTEE only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :-

The INTENDING PURCHASER/ALLOTTEE authorizes the BUILDER/PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the BUILDER/PROMOTER may in its sole discretion deem fit and the INTENDING PURCHASER/ALLOTTEE undertakes not to object/demand/direct the BUILDER/PROMOTER to adjust his payments in any manner.

5. TIME IS ESSENCE :-

Time is of essence for the BUILDER/PROMOTER as well as the INTENDING PURCHASER/ALLOTTEE. The BUILDER/PROMOTER shall abide by the time schedule for completing the project and handing over the Apartment/Flat/Shop to the INTENDING PURCHASER/ALLOTTEE and the common areas to the association of the INTENDING PURCHASER/ALLOTTEE after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the INTENDING PURCHASER/ALLOTTEE shall make timely payments the installment and other dues payable by his/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the BUILDER/PROMOTER as provided in "Schedule - C" ["Payment Plan"]

6. CONSTRUCTION OF THE PROJECT OR APARTMENT/ FLAT/SHOP:-

The INTENDING PURCHASER/ALLOTTEE has seen the specifications of the Apartment/Flat/Shop and accepted

the Payment Plan, Floor Plans, Layout Plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by BUILDER/PROMOTER. The BUILDER/PROMOTER shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the BUILDER/PROMOTER undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by Bye-Laws, FAR and density norms and the provisions prescribed by the Jharkhand Building Bye-Laws and shall not have any option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the BUILDER/PROMOTER shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT/SHOP:-

7.1 **Schedule for possession of the said Flat/Shop** - The BUILDER/PROMOTER agrees and understands that timely delivery of possession of the Flat/Shop is the essence of the Agreement. The BUILDER/PROMOTER, based on the approved plans and specifications, assures and handover possession of the Flat/Shop on or before? unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the INTENDING PURCHASER/ALLOTTEE agrees that the BUILDER/PROMOTER shall be entitled to the extension of time for delivery of possession of the Flat/Shop, provided that such Force Majeure conditions are not of a nature which

make it impossible for the contract to be implemented. The INTENDING PURCHASER/ALLOTTEE agrees and confirms that, in the event it becomes impossible for the BUILDER/PROMOTER to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the BUILDER/PROMOTER shall refund to the INTENDING PURCHASER/ALLOTTEE the entire amount received by the BUILDER/PROMOTER from the allotment within 45 days from that date. After refund of the money paid by the INTENDING PURCHASER/ALLOTTEE, INTENDING PURCHASER/ALLOTTEE agrees that she/he/they shall not have any rights, claims etc. against the BUILDER/PROMOTER and that the BUILDER/PROMOTER shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The BUILDER/PROMOTER, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat/Shop, to the INTENDING PURCHASER/ALLOTTEE in terms of this Agreement to be taken within (three months) from the date of issue of such notice and the BUILDER/PROMOTER shall give possession of the Flat/Shop to the INTENDING PURCHASER/ALLOTTEE. The BUILDER/PROMOTER agrees and undertakes provisions to indemnify the INTENDING PURCHASER/ALLOTTEE in case of failure of fulfillment of any of the formalities, documentation on part of the BUILDER/PROMOTER, the INTENDING PURCHASER/ALLOTTEE agree (S) to pay the maintenance charges as determined by the BUILDER/PROMOTER/Association of INTENDING PURCHASER/ALLOTTEE, as they may be. The BUILDER/PROMOTER

on its behalf shall offer the possession to the INTENDING PURCHASER/ALLOTTEE in writing within 15 days of receiving the 'occupancy certificate' of the Project.

- 7.3 **Failure of INTENDING PURCHASER/ALLOTTEE to take Possession of Flat/Shop** - Upon receiving a written intimation from the BUILDER/PROMOTER as per clause 7.2, the INTENDING PURCHASER/ALLOTTEE shall take possession of the Flat/Shop from the BUILDER/PROMOTER/LAND OWNERS by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the BUILDER/PROMOTER/LAND OWNERS shall give possession of the Flat/Shop to the INTENDING PURCHASER/ALLOTTEE. In case the INTENDING PURCHASER/ALLOTTEE fails to take possession within the time provided in clause 7.2, such INTENDING PURCHASER/ALLOTTEE shall continue to be able to pay maintenance charges as applicable.
- 7.4 **Possession by the INTENDING PURCHASER/ALLOTTEE** - After obtaining the occupancy certificate and handing physical possession of the Flat/Shop to the INTENDING PURCHASER/ALLOTTEE, it shall be the responsibility of the BUILDER/PROMOTER/LAND OWNERS to hand over the necessary documents and plans, including Common areas, to the association of the INTENDING PURCHASER/ALLOTTEE or the competent authority, as the case may be.
- 7.5 **Cancellation by INTENDING PURCHASER/ALLOTTEE** - The INTENDING PURCHASER/ALLOTTEE shall have the right to cancel/withdraw his/her/their Allotment in the Project as provided in the Act, Provided that where the INTENDING PURCHASER/ALLOTTEE proposes to

cancel/withdraw from the project without any fault of the BUILDER/PROMOTER/LAND OWNERS, the BUILDER/PROMOTER herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the INTENDING PURCHASER/ALLOTTEE shall be returned by the BUILDER/PROMOTER to the INTENDING PURCHASER/ ALLOTTEE within 15 days of such cancellation.

- 7.6 **Compensation** - The BUILDER/PROMOTER shall compensate the INTENDING PURCHASER/ALLOTTEE in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except of occurrence of a Force Majeure event, if the BUILDER/PROMOTER fails to complete or is unable give possession of the Apartment/Flat/Shop (i) In accordance with the terms of this Agreement, dully completed by the date specified herein; or (ii) Due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act: or for any other reason, the BUILDER/PROMOTER shall be liable, on demand to the INTENDING PURCHASER/ALLOTTEE, in case the INTENDING PURCHASER/ALLOTTEE wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/Flat/Shop, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

Provided that where if the INTENDING PURCHASER/ ALLOTTEE does not intend to withdraw from the Project, the BUILDER/PROMOTER shall pay the INTENDING PURCHASER/ALLOTTEE interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment/ Flat/Shop.

8. REPRESENTATIONS AND WARRANTIES OF THE BUILDER/PROMOTER -

The BUILDER/PROMOTER hereby represents and warrants to the INTENDING PURCHASER/ALLOTTEE as follows :-

- (i) The BUILDER/PROMOTER has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the Project;
- (ii) The BUILDER/PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project.
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment/Flat/Shop.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Flat/Shop are valid and subsisting and have been obtained by following due process of law. Further, the BUILDER/PROMOTER

has been and shall, at all times, remain to be in compliance with all applicable law in relation the Project, said Land, Building and Apartment/ Flat/Shop and common areas.

- (vi) The BUILDER/PROMOTER/LAND OWNERS has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the INTENDING PURCHASER/ALLOTTEE created herein, may prejudicially be affected.
- (vii) The BUILDER/PROMOTER/LAND OWNERS have not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the said land, including the Project and the said Apartment/Flat/Shop which will, in any manner, affect the rights of INTENDING PURCHASER/ALLOTTEE under this Agreement.
- (viii) The BUILDER/PROMOTER/LAND OWNERS confirms that the BUILDER/PROMOTER/LAND OWNERS is not restricted in any manner whatsoever from selling the said Apartment/ Flat/Shop to the INTENDING PURCHASER/ ALLOTTEE in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the BUILDER/PROMOTER/LAND OWNERS shall handover lawful, vacant, peaceful, physical possession of the Apartment/Flat/Shop to the INTENDING PURCHASER/ALLOTTEE and the common areas to the Association of the INTENDING PURCHASER/ALLOTTEE.

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xi) The BUILDER/PROMOTER has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said project to the competent Authorities.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the BUILDER/PROMOTER in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :-

9.1 Subject to the Force Majeure clause, the BUILDER/PROMOTER shall be considered under a condition of Default, in the following events:

- (i) BUILDER/PROMOTER fails to provide ready to move in possession of the Apartment/Flat/Shop to the INTENDING PURCHASER/ALLOTTEE within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment/Flat/Shop shall be in a habitable condition which is complete in all respects;

- (ii) Discontinuance of the BUILDER/PROMOTER's business as a developer on account of suspension or revocation of his registration under the provisions of this Act or the rules or regulations made there under.

9.2 In case of Default by BUILDER/PROMOTER under the conditions listed above. INTENDING PURCHASER/ALLOTTEE is entitled to the following :-

- (i) Stop making further payments to BUILDER/PROMOTER as demanded by the BUILDER/PROMOTER. If the INTENDING PURCHASER/ALLOTTEE stops making payments, the BUILDER/PROMOTER shall correct the situation by completing the construction milestones and only thereafter the INTENDING PURCHASER/ALLOTTEE be required to make the next payment without any penal interest; or
- (ii) The INTENDING PURCHASER/ALLOTTEE shall have the option of terminating the Agreement in which case the BUILDER/PROMOTER shall be liable to refund the entire money paid by the INTENDING PURCHASER/ALLOTTEE under any head whatsoever towards the purchase of the Apartment/Flat/Shop, along with interest at the rate Specified in the Rules within forty-five days of receiving the termination notice Provided (that where an INTENDING PURCHASER/ALLOTTEE does not intend to withdraw from the project or terminate the Agreement, she/he/they shall be paid, by the BUILDER/PROMOTER, interest at the rate specified in the Rules, for every month of delay

till the handing over of the possession of the Apartment/Flat/Shop.

9.3 The INTENDING PURCHASER/ALLOTTEE shall be considered under a condition of Default, on the occurrence of the following events :

- (i) In case the INTENDING PURCHASER/ALLOTTEE fails to make payments for consecutive demands made by the BUILDER/PROMOTER. As per the Payment Plan annexed hereto, despite having been issued notice in that regard the INTENDING PURCHASER/ALLOTTEE shall be liable to pay interest to the BUILDER/PROMOTER on the unpaid amount at the rate Specified in the Rules.
- (ii) In case of Default by INTENDING PURCHASER/ALLOTTEE under the condition listed above continues for a period beyond consecutive months after notice from the BUILDER/PROMOTER in this regard, the BUILDER/ PROMOTER shall cancel the allotment of the Apartment/Flat/Shop in favour of the INTENDING PURCHASER/ALLOTTEE and refund the amount money paid to him by the INTENDING PURCHASER/ALLOTTEE by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT/FLAT/SHOP

:- The BUILDER/PROMOTER/LAND OWNERS, on receipt of complete amount of the Price of the Apartment/Flat/Shop under the Agreement from the INTENDING PURCHASER/ ALLOTTEE, shall execute a conveyance deed and convey the title of the Apartment/Flat/Shop

together with proportionate indivisible share in the Common Areas within 03 (Three) months from the issuance of the occupancy certificate. However, in case the INTENDING PURCHASER/ALLOTTEE fails to deposit the Stamp Duty, Registration Charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the INTENDING PURCHASER/ALLOTTEE authorizes the BUILDER/PROMOTER/LAND OWNERS to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and Stamp Duty and Registration Charges to the BUILDER/PROMOTER/LAND OWNERS is made by the INTENDING PURCHASER/ALLOTTEE. The INTENDING PURCHASER /ALLOTTEE shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities.

- 11. MAINTENANCE OF THE SAID BUILDING OR APARTMENT/FLAT/SHOP OR PROJECT :-** The BUILDER/PROMOTER shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the INTENDING PURCHASER/ALLOTTEE. The cost of such maintenance has been included in the Total Price of the Apartment/Flat/Shop.

- 12. DEFECT LIABILITY :-** It is agreed that in case any R.C.C structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the BUILDER/PROMOTER as per the agreement for sale relating to such development is brought to the notice of the BUILDER/PROMOTER within a period of five years by

the INTENDING PURCHASER/ALLOTTEE from the date of handing over possession, it shall be the duty of the BUILDER/PROMOTER to rectify such defects without further charge, within 30 (thirty) days, and in the event of BUILDER/PROMOTER's failure to rectify such defects within such time, the aggrieved INTENDING PURCHASER/ALLOTTEE shall be entitled to receive appropriate compensation in the manner as provided under the Act.

- 13. RIGHT OF INTENDING PURCHASER/ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :-** The INTENDING PURCHASER/ALLOTTEE hereby agrees to purchase the Apartment/Flat/Shop on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of INTENDING PURCHASER/ALLOTTEE (or the maintenance agency appointed by it) and performance by the INTENDING PURCHASER/ALLOTTEE of all his/her obligations to respect of the terms and conditions specified by the maintenance agency or the association of INTENDING PURCHASER/ALLOTTEES from time to time.
- 14. RIGHT TO ENTER THE APARTMENT/FLAT FOR REPAIRS :-** The BUILDER/PROMOTER/LAND OWNERS or maintenance agency or association of INTENDING PURCHASER/ALLOTTEE's shall have rights of unrestricted access of all Common Areas, Garages/Closed Parking and Parking Spaces for providing necessary maintenance services and the INTENDING PURCHASER/ALLOTTEE agrees to permit the association

of INTENDING PURCHASER/ALLOTTEE and/or maintenance agency to enter into the Apartment/Flat/Shop or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to repair/correct any defect.

15. USAGE :- Use of Basement and Service Areas, The basement(s) and service areas, if any, as located within the Apartment/Flat/Shop /project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The INTENDING PURCHASER/ALLOTTEE shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of INTENDING PURCHASER/ALLOTTEE formed by the INTENDING PURCHASER/ALLOTTEE for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/FLAT/SHOP:- Subject to Clause 12 above the INTENDING PURCHASER/ALLOTTEE shall, after taking possession, be solely responsible to maintain the Apartment/Flat/Shop at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment/Flat or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rule any authority or change or

alter or make additions to the Apartment/Flat and keep the Apartment/Flat and its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The INTENDING PURCHASER/ALLOTTEE further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The INTENDING PURCHASER/ALLOTTEE shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the INTENDING PURCHASER/ALLOTTEE shall not store any hazardous or combustible goods in the Apartment/Flat/Shop or place any heavy material in the common passages or staircase of the Building. The INTENDING PURCHASER/ALLOTTEE shall also not remove any wall, including the outer and load bearing wall of the Apartment/Flat/Shop. The INTENDING PURCHASER/ALLOTTEE shall plan and distribute its electrical load in conformity with the electrical systems installed by the BUILDER/PROMOTER and thereafter the association of INTENDING PURCHASER/ALLOTTEE and/or maintenance agency appointed by association of INTENDING PURCHASER/ALLOTTEE. The INTENDING PURCHASER/ALLOTTEE shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY INTENDING PURCHASER/ALLOTTEE** :- The Allotter is entering into this Agreement for the allotment of a Apartment/Flat/Shop with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. That the INTENDING PURCHASER/ALLOTTEE hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment/Flat/Shop, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/Flat/Shop at his/her own cost.
- 18. ADDITIONAL CONSTRUCTIONS** :- The BUILDER/PROMOTER undertakes that they have no right to make additions or to put up additional structure anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the act.
- 19. BUILDER/PROMOTER/LAND OWNERS SHALL NOT MORTGAGE OR CREATE A CHARGE** :- After the BUILDER/PROMOTER/LAND OWNERS executes this Agreement they shall not mortgage or create a charge on the [Apartment/Flat/Shop/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the INTENDING PURCHASER/ALLOTTEE who has taken or agreed to take such [Apartment/Flat/Shop/Building].

20. THE JHARKHAND APARTMENT/FLAT ACT, 2011 :-

The BUILDER/PROMOTER has assured the INTENDING PURCHASER/ALLOTTEE that the project in its entirety is in accordance with the provisions of the Jharkhand Apartment/Flat Act' 2011. The BUILDER/PROMOTER showing compliance of various laws/regulations as applicable.

21. BINDING EFFECT :- Forwarding this Agreement to the

INTENDING PURCHASER/ALLOTTEE by the BUILDER/PROMOTER does not create a binding obligation on the part of the BUILDER/PROMOTER/LAND OWNERS or the INTENDING PURCHASER/ALLOTTEE until, firstly, the INTENDING PURCHASER/ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within Thirty days from the date of receipt by the INTENDING PURCHASER/ALLOTTEE and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the BUILDER/PROMOTER. If the INTENDING PURCHASER/ALLOTTEE fails to execute and deliver to the BUILDER/PROMOTER this Agreement within Thirty days from the date of its receipt by the INTENDING PURCHASER/ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the BUILDER/PROMOTER/LAND OWNERS, then the BUILDER/PROMOTER shall serve a notice to the INTENDING PURCHASER/ALLOTTEE for rectifying the default which if not rectified within thirty days from the date of its receipt by the INTENDING PURCHASER/ALLOTTEE, application of the INTENDING PURCHASER/ALLOTTEE shall be treated as cancelled and all sums deposited by the INTENDING PURCHASER/

ALLOTTEE in connection therewith including the booking amount shall be returned to the INTENDING PURCHASER/ALLOTTEE without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT :- This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Flat/Shop/building, as the case may be.

23. RIGHT TO AMEND :- This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON INTENDING PURCHASER/ALLOTTEE OR SUBSEQUENT INTENDING PURCHASER/ALLOTTEE :-

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent INTENDING PURCHASER/ALLOTTEE of the Apartment/Flat/Shop, in case of a transfer, as the said obligations go along with the Apartment/Flat/Shop for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE :-

25.1 The BUILDER/PROMOTER/LAND OWNER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement; waive the breach by the

INTENDING PURCHASER/ALLOTTEE in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the INTENDING PURCHASER/ALLOTTEE that exercise of discretion by the BUILDER/PROMOTER in the case of one INTENDING PURCHASER/ALLOTTEE shall not be construed to be a precedent and/or binding on the BUILDER/PROMOTER to exercise such discretion in the case of other INTENDING PURCHASER/ALLOTTEE.

- 25.2 Failure on the part of the BUILDER/PROMOTER to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY :-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations - made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OK CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :-

Wherever in this Agreement it is stipulated that the INTENDING PURCHASER/ALLOTTEE has to make any payment, in common with other INTENDING PURCHASER/ALLOTTEE in Project, the same shall be the proportion which the carpet area of the Apartment/Flat/Shop bears to the total carpet area of all the [Apartment/Flat/Shop] in the Project.

28. FURTHER ASSURANCES :-

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions - specifically provided for herein as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION :-

The execution of this Agreement shall be complete only upon its execution by the BUILDER/PROMOTER/LAND OWNERS through its authorized signatory at the BUILDER/PROMOTER's Office, or at some other place, which may be mutually agreed between the BUILDER/PROMOTER/LAND OWNERS and the INTENDING PURCHASER/ALLOTTEE, in after the Agreement is duly executed by the INTENDING PURCHASER/ALLOTTEE and the BUILDER/PROMOTER/LAND OWNERS or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

30. NOTICES :-

That all notices to be served on the INTENDING PURCHASER/ALLOTTEE and the BUILDER/PROMOTER/LAND OWNERS as contemplated by this Agreement shall be deemed to have been duly served if sent to the INTENDING PURCHASER/ALLOTTEE or the BUILDER/PROMOTER by Registered Post at their respective addresses specified below:

Purchaser Details :-

Name :-

Address :- R/o P.S., District
....., State

Builder/Promoter/Land Owners Details :-

Name :- **M/s Prarthana Estates Private Limited,**

Address :- 601, 6th Floor, Modi Heights Phase- II, Ratu Road, Opp. All India Radio, P.S. Sukhdeo Nagar, District Ranchi, State Jharkhand.

It shall be the duty of the INTENDING PURCHASER/ALLOTTEE and the BUILDER/PROMOTER/LAND OWNERS to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the

BUILDER/PROMOTER or the INTENDING PURCHASER/
ALLOTTEE, as the case may be

31. JOINT INTENDING PURCHASERS/ALLOTTEES :-

That in case there are Joint INTENDING PURCHASERS/
ALLOTTEES all communications shall be sent by the
BUILDER/PROMOTER/LAND OWNERS to the ALLOTTE
whose name appears first and at the address given by
him/her which shall for all intents and purposes to
consider as properly served on all the INTENDING
PURCHASERS/ALLOTTEES.

32. GOVERNING LAW :-

That the rights and obligations' or arising out of this
agreement shall be construed and enforced in accordance
with the laws of India for the time being in force.

33. DISPUTE RESOLUTION :-

All or any disputes arising out or touching upon or in
relation to the terms and conditions of this agreement,
including the interpretation and validity of the terms
thereof and the respective rights and obligations of the
Parties, shall be settled amicably by mutual discussion,
failing which the same shall be settled through the
adjudicating officer appointed under the Act.

“SCHEDULE – A”**[Description of Flat/Shop]**

All that piece and parcel of Residential/Commercial Area in the form of Flat/Shop comprised in Block - ... of “PRARTHANA SOLITAIRE” at Floor having its super built-up Area Square feet, being Flat/Shop No. along with one Car Parking space at Basement/Ground floor marked as constructed over Revisional Survey Plot No. 821, marked as Sub Plot Nos. 821/IV-A/Part, 821/IV-A/Part, 821/III/Part, 821/III/Part, 821/C, 821/D under Khata No. 207, having aggregate area of 76.5 Decimals, being portion of old Municipal Holding No., corresponding to new Holding No. under Ward No. now present Ward No. of Ranchi Municipal Corporation Ranchi, situated at Village Simalia, Police Station Ratu, Revenue Thana No. 139, District Ranchi in the State of Jharkhand.

Land is bounded and butted as follows:

North : R.S. Plot No. 820 & Private Passage
 South : R.S. Plot No. 823
 East : R.S. Plot No. 832
 West : Ring Road

Flat/Shop is bounded and butted as follows:

North :
 South :
 East :
 West :

“SCHEDULE – B”

[Map of Floor Plan]

“SCHEDULE – C”**[PAYMENT PLAN BY THE INTENDING PURCHASER/
ALLOTTEE]**

Payment in the total amount mentioned in Terms 1 (1.1) herein above shall be paid by the INTENDING PURCHASER to the BUILDER/PROMOTER in installments as follows :-

1.	At the time of Bhoomi Puja	-	20%
2.	At the time of 1 st Floor Casting	-	10%
3.	At the time of 2 nd Floor casting	-	10%
4.	At the time of 3 rd Floor casting	-	15%
5.	At the time of 4 th Floor casting	-	10%
6.	At the time of Roof casting	-	10%
7.	At the time of Brick work & Plaster	-	10%
8.	At the time of Flooring	-	10%
9.	At the time of Handing over	-	5%

Note :- The INTENDING PURCHASER shall be liable to pay interest at all sums of money becoming due as per the laws and which the INTENDING PURCHASER fails to pay to the BUILDER/PROMOTER within the time schedule fixed (mentioned above) in terms of schedule (c) here above written. If the defaults in the payments of installment is continue for 3 consecutive installment by the INTENDING PURCHASER the BUILDER/PROMOTER shall be entitled to terminate this agreement and the said Flat/Unit shall be sold by the BUILDER/PROMOTER to any Third party interested to purchase. The INTENDING PURCHASER shall have only claim to take the refund of the amount so far deposited with reduction of the booking

amount paid & cost incurred to any extra work or finishing or alters of work done in his flat at the request of the INTENDING PURCHASER.

“SCHEDULE – D”

[SPECIFICATIONS OF THE FLAT/SHOP/APARTMENT]

Structure	Frame	R.C.C. Frame Structure
	Steel	Fe 550D TMT (Rungta/ Prestige/SRMB)
	Cement	Branded P.S.C. Cement (Dalmia/Jindal/Birla)
	Bricks	AAC Blocks
Doors	Main Door	Flush Door with Laminate finish
	Doors	Pine/Solid Wood Filler Flush Door with locks
	Door Frame	Sal Wood Frame
	Windows	UPVC Sliding windows with mess
Flooring	Internal	All Branded
Bedroom	Master Bedroom	Wooden Design Vitrified Tiles of 48” x 24”, 24” x 24”
	Rest Bedrooms	Digital Vitrified Tiles 48” x 24”, 24”x24”
Toilets	Floor	Anti Skid Floor Tiles
	Walls Tiles	Designer Ceramic Tiles 24” x 12”, upto 7’ Height
Balcony	Floor	Anti Skid Floor Tiles
Kitchen	Floor	Digital Vitrified Tiles 48” x 24”,

		24" x 24"
	Dado	24"x12" Ceramic Tiles
	Platform	Granite Cooking Platform with S.S Sink
Living Space	Formal & Informal	Digital Vitrified Tiles 48" x 24", 24" x 24"
	Family Sitting	Digital Vitrified Tiles 48" x 24", 24" x 24"
	Dinning Hall	Digital Vitrified Tiles 48" x 24", 24" x 24"
Flooring (External)	Foyer	Granite
	Stairs (Main)	Granite
	Community Hall	Digital Vitrified Tiles 48" x 24"
	Basement/ Parking	IPS Flooring/Paving Tiles 12"x12"
Toilets	Sanitary ware	Kohler/Jaguar or equivalent
	CP Fittings	Kohler/Jaguar or Equivalent
	Water Line	Hot & Cooled Water Supply with CPVC Pipe line in all Toilet & Kitchen Make (Finolex, Supreme, Astral)
Electrification		Concealed copper electrical wiring with sufficient light and Powerpoint, Modular Switches/ Wires of L&T/Polycab/KEI or equivalent in full flat TV, Telephone and AC point in the Living Room and All Bedrooms.
Wall Finish	Internal	Plaster of Paris Finish
	External	Texture/Weather Proof Paint
	Railings	SS Railing of 304 Grade Jindal Make or equivalent

Common Facilities

Generator	Sound Proof (Soundless) Genset, with 1 KVA load for each Flat/Unit, Common areas, Passage area, lift & parking
Water	24 hour water supply through overhead tank from deep tube well boring with Water filtration Plant
Security	EPABX connecting all flats with main entrance of the building, CC TV cameras covering common areas at Ground floor
Reception/Society Office	At Ground Floor
Lift	Full Automatic Lift of Otis/Schindler or equivalent with ARD
Garden	Landscaped Designer Garden
Swimming Pool	Swimming Pool with filtration and Changing Room
Indoor Games	Equipped with Pool Table, T.T. Table, Carom etc
Community Hall	Air-conditioned Hall with common toilet & Kitchen
Gymnasium	Equipped with Treadmill, Cross Trainer & Cycling etc
Departmental Store	Store for Groceries etc
Gas Pipeline	Provision from Gail India
Fire Fighting	As per Norms
Solar Energy	For Common Areas
Rain Water Harvesting	As per Norms
Vastu Compliance	Best Possible as per Architect

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ranchi in the presence of attesting witness, signing as such on the day first above written :-

SIGNED AND DELIVERED BY THE WITHIN NAMED

BUILDER/PROMOTER

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

LAND OWNERS

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMES

INTENDING PURCHASER/ALLOTTEE

(Authorized Signatory)

Please affix
photograph and
sign across the
photograph

At Ranchi on _____ in the presence of :

WITNESSES No. 1

Signature :-

Name :-

Address :-

WITNESSES No. 2

Signature :-

Name :-

Address :-

Certified that all the finger prints of the left hand of the each person whose photograph are affixed in the document have been taken in my presence.

Drafted by : Rajesh Kumar, Advocate

Advocate Signature

[Ledger No. 1639/01]

Typed by :